

[REDACTED]

Plaintiffs,

v.

STATE OF NEW JERSEY;  
STATE OF NEW JERSEY JUDICIARY;  
JOHN DOES 1-5 AND 6-10, and RONALD  
WARREN,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION – HUDSON COUNTY

DOCKET NO.: HUD-L-3308-16

Civil Action

**UNCONDITIONAL RELEASE**

1. **Releasor and Releasees:** This UNCONDITIONAL RELEASE (the "Release"), is given by the Releasor, [REDACTED] (referred to herein as "I" or "Me") to the Releasee, State of New Jersey and State of New Jersey Judiciary, (referred to herein as "You"), including all of its departments, divisions, agencies officials, employees and agents, past and present. If more than one (1) person signs the Release, "I" shall mean each person who signs this Release.

2. **Release:** This releases all claims, demands, damages, causes of action, or suits which have been or could have been brought related to the events that gave rise to the Complaint, including claims for attorney's fees and costs, any claims of which I am not aware, and any claims not mentioned in this Release, but excluding any pension related claims. This Release applies to claims resulting from anything which has happened up to now and occurring through the date of execution of this Agreement, and specifically, as full payment and satisfaction for any and all claims resulting from:

- a. Property damage and personal injuries and damages sustained, including but not limited to (if applicable), medical expenses, pain and suffering, loss of spousal services and/or loss of consortium arising out of an incident which occurred on or about **June 25, 2015** which was the subject of a sexual harassment suit captioned **[REDACTED] v. State of New Jersey et. al.**, venued in the **Superior Court of New Jersey, Law Division, Hudson County**, Docket No. **HUD-L-3308-16** and in any other litigation arising out of the same occurrence.
- b. Any and all claims and/or liens, past current and/or future arising out of this litigation or asserted against the proceeds of the settlement and agree that such claims and/or liens are to be satisfied by me, including but not limited to any Medicare or Medicaid claims and/or liens, Worker's Compensation claims and/or liens, Social Security claims and/or liens, hospital/healthcare insurer claims and/or liens, physician or attorney claims and/ liens, or any of the statutory, equitable, common law or judgment claims and/or liens.
- c. I further release all claims which might otherwise have been brought in the future by my Estate or my family members under **Mauro v. Raymark Industries**, 116 N.J. 126 (1989) and **Alfone v. Sarno**, 87 N.J. 99 (1981) for past, present, or future losses, damages, or injuries. This includes all possible future claims for wrongful death.

3. **Terms:** In consideration of my releasing the claims enumerated in this Unconditional Release, You have agreed to pay me, in full satisfaction of all of my claims, including my claims for costs and attorneys' fees, a total of \$200,000.00. Payment shall be made in the form of two (2) checks in the amounts and payable as follows:

- a. Check No. 1 in the amount of \$150,000.00, payable to [REDACTED]
- b. Check No. 2 in the amount of \$50,000 payable to Costello & Mains, LLC.

I acknowledge that this is consideration to which I am not otherwise entitled. This sum represents full payment, including all attorney fees, costs, and expenses. I agree that I shall not seek anything further from you. Payment shall not be made unless counsel for Releasees has received this Release signed by Me and notarized, a Child Support Certification, a State of New Jersey W9 executed by my counsel, and a signed Stipulation of Dismissal with Prejudice. The signed Stipulation of Dismissal with Prejudice will be held until my attorney receives the payment. **Payment in this amount shall be made as soon as possible, but no later than sixty (60) days after receipt by Releasees of correctly completed and fully executed settlement and payment paperwork.**

4. **Taxes:** I shall be solely responsible for the payment of appropriate taxes on this settlement, if any, and I agree and understand that the Releasees have not made any representation to Releasor regarding the tax treatment of the sums paid pursuant to this agreement. In the event a claim for such taxes, and/or penalties and interest, is assessed by any taxing authority, I agree to, and do hereby hold the Releasees harmless and indemnify Releasees against any and all tax liability, interest and/or penalties as due thereon from Me.

5. **Liens:** I shall be solely responsible for the payment of any claims or liens that may be asserted against the proceeds of this settlement. In the event a claim for such payment is asserted by anyone, including Medicare and/or Medicaid, I agree to make those payments and do hereby hold the Releasees harmless and indemnify Releasees against any and all liability for same.

6. **Attorneys' Fees:** This Release includes all claims for attorneys' fees and costs.

7. **No Admission of Liability.** Releasees expressly deny the validity of my disputed claims and nothing contained herein may be used or viewed as an admission of liability by Releasees.

8. **Dismissal of Lawsuit:** I hereby authorize and instruct my legal counsel of record to sign a Stipulation of Dismissal with Prejudice and Without Costs as to all claims and all defendants named in the matter docketed as captioned [REDACTED] v. State of New Jersey et. al., in the Superior Court of New Jersey, Law Division, Hudson County, Docket No. HUD-L-3308-16 and to provide same to counsel for Releasees at the time of execution of this Release. The Stipulation of Dismissal shall be filed by counsel for Releasees upon tender of the settlement check to Releasor.

9. **Non-Assignment:** I acknowledge that none of the proceeds given herein have been assigned.

10. **Child Support Certification:** I hereby acknowledge and understand my obligation to comply with the legal requirements of N.J.S.A. 2A:17-56.23b, including, but not limited to, the requirement to perform a certified child support judgment lien search and to provide Releasees with said documentation prior to the Releasees' disbursement of the Payment. I agree that I shall direct my

attorneys to perform the judgment search required by N.J.S.A. 2A:17-56.23b, and deliver a copy of the certification to Releasees' counsel. I further understand and acknowledge that, (a) no settlement funds due to me under this Release shall be released prior to the receipt of the judgment search certification, and (b) any fees incurred, and payments made, by Releasees in connection with N.J.S.A. 2A:17-56.23b shall be deducted from the payment prior to its disbursement to me.

11. **State liens:** I acknowledge that if a debt/lien is owed to the State, its agencies or departments, such debt/lien shall be deducted from the payment prior to its disbursement to me. The holders of these liens/debts include but are not limited to: Office of the Public Defender, the Motor Vehicle Commission, Division of Taxation, Division of Developmental Disabilities, Department of Corrections, Department of Children and Families, the Probation Division of the Administrative Office of the Courts, and the State Parole Board.

12. **Who is Bound.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

13. **Signatures.** I understand and agree to the terms of this Release, have had sufficient opportunity to review it with counsel of my choice, and sign it knowingly and voluntarily.

THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS CAREFULLY READ THE FOREGOING AGREEMENT AND KNOWS THE CONTENTS THEREOF AND SIGNS THE SAME AS HIS/HER OWN FREE ACT.

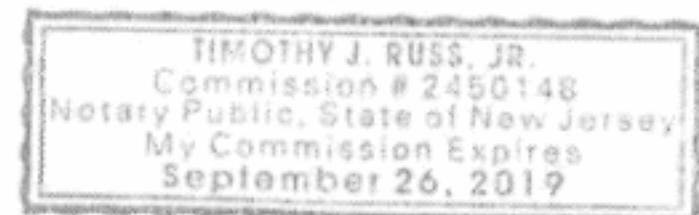
[Redacted Signature]

Plaintiff/Releasor

Dated: 12/14, 2018

Subscribed and sworn to before  
me on Dec 14, 2018

[Signature]  
Notary Public



My Commission Expires: 9/26/19

Re: [Redacted] v. State of New Jersey et. al.  
Docket No.: HUD-L-3308-16